

State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2022-DCYF-01-AFTER

FOR

After-Hours DCYF Central Intake Hotline

December 30, 2020



New Hampshire Department of Health and Human Services After-Hours DCYF Central Intake Hotline

Dear Colleagues,

I hope this letter finds you well. I am excited to share with you this solicitation for a vendor to provide after-hours access to the Division for Children, Youth and Families' (DCYF) central intake hotline.

The central intake hotline is the place that community members in New Hampshire call when they are concerned that a child may be experiencing abuse or neglect. It is the "front door" to the child and family serving system in our state. When a reporter calls, staff at the hotline gather information about the concern and then make critical decisions about whether and in what way DCYF should follow up. In this way, the central intake hotline is similar to other emergency or crisis hotlines (e.g., 911 or mental health crisis hotlines).

As with other types of crises, concerns for child safety can occur at any time. To ensure that these concerns can be addressed quickly, in 2017 DCYF contracted with a vendor to operate the hotline outside of normal business hours (4:30 pm – 8 am M-F and 24 hours on holidays and weekends). The hotline is now accessible 24 hours per day, 365 days per year. With this RFP, we are looking for a vendor to help us continue to operate this essential service during the hours of 6:30 p.m. to 7:00 a.m., Monday through Friday and twenty four (24) hours on weekends and holidays, of which not covered by DCYF staff.

For this solicitation, we are interested in hearing from vendors who have the experience and operational capacity needed to operate the after-hours hotline effectively, and who are committed to working closely with DCYF to ensure seamless coordination between the daytime and after-hours hotlines. Experience in child welfare is not a prerequisite to responding to this RFP, and DCYF will train and support the selected vendor as needed. In addition, DCYF recognizes that organizations and agencies outside of New Hampshire may be well positioned to provide the services described in this RFP, and we welcome responses from these entities.

I also want to acknowledge that COVID-19 has likely made it harder for your organizations to respond to funding opportunities. To make the process of submitting proposals for Afterhours hotline as easy and safe as possible for you and your organizations, DHHS and DCYF have made several adjustments to the standard solicitation process. While we have detailed the full list of changes in the RFP and support appendices, **please see below for a few key dates and information to keep in mind:**

- **Responses are due by February 9, 2021, by 11:59 pm, giving you six weeks to complete your proposals.**
 - For details on what those application components entail, please see:
 - Appendix H, Proposal Checklist, which is available on the same webpage where you can find the RFP.
 - For a more comprehensive summary please see Sections 3, 6, and 7 of the RFP itself.
 - To make a submission easy and safe, organizations must submit their proposals **via email:**
 - To: DHHS Contracts Unit (DHHS-contracts@dhhs.nh.gov)
 - Cc: Jenn Hackett (Jennifer.Hackett@dhhs.nh.gov).

On behalf of the entire DCYF team, I thank you for your interest in this solicitation and commitment to supporting the well-being of children and families across New Hampshire. We look forward to collaborating with you to improve the child and family serving system in the months and years to come.

- Please do not hesitate to **reach out to Jenn Hackett** (Jennifer.Hackett@dhhs.nh.gov) **with any questions.** Here are some examples of how Jenn can help:
 - **Need help understanding the RFP or need clarification to develop your proposal?**
 - From December 30th to January 7, 2021, you can ask Jenn questions about any information contained in the RFP or the components of the technical/cost application.

This RFP represents an exciting new chapter for our state's child and family serving system. I sincerely hope you will consider this opportunity to work with DCYF, acknowledging that doing so will require devoting

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what precious time you have available in the context of COVID-19 to developing a strong proposal. Thank you in advance for your agency's time and energy in this otherwise difficult time.

Be well,

A handwritten signature in black ink, appearing to read "JER", written in a cursive style.

Joseph E. Ribsam Jr.
Director
Division for Children, Youth, and Families
NH Department of Health and Human Service



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1. INTRODUCTION:

1.1. Purpose:

The Purpose of this RFP is to contract with one Vendor to receive and screen reports of abuse and neglect for the Department's Division of Children, Youth and Families (DCYF) from 6:30pm to 7:00am on weekdays as well as twenty-four (24) hours a day on weekends and holidays, which is referred to as the "after-hours hotline." The selected Vendor will be required to conduct this work efficiently, accurately, and consistently to enable an effective DCYF response that promotes child safety and family well-being.

1.2. Background on DHHS:

The NH Department of Health and Human Services (DHHS) is responsible for promoting the health, safety, and well-being of the citizens of New Hampshire. To achieve that goal, DHHS provides services for children, families, individuals, and seniors in areas such as mental health, developmental disabilities, substance abuse, and public health. DHHS does this work through partnerships with families, community groups, providers, other state and local entities, and NH citizens.

1.3. Background on DCYF:

1.3.1. About DCYF

The NH DHHS Division for Children, Youth, and Families (DCYF) provides and manages services that strengthen families, keep children safe, and help families thrive. Through its responsibilities in both Child Protection and Juvenile Justice, DCYF works to support children, youth, and families together in their own homes and communities whenever possible. To achieve this, DCYF partners closely with families, the provider community, and other DHHS divisions.

1.3.2. About DCYF Child Protective Services

Families often have initial contact with DCYF when a community reporter calls the DCYF central intake hotline with a concern that a child is being abused or neglected as defined in New Hampshire RSA 169-C¹. When a reporter calls the hotline, they provide key information about the child and family and describe their concern to a call screener. The screener then makes a determination about whether the concern described warrants a DCYF Child Protective Services assessment (i.e., investigation) for child abuse and neglect based on a set of screening criteria.

If a concern *does not* rise to the level of warranting an assessment for child abuse and neglect, the call is "screened-out," and the caller is advised that no further action will be taken by DCYF and, if appropriate, is directed to other community resources that can help meet the needs of the family.

If the concern *does* warrant an assessment for abuse and neglect, the call is "screened-in" and sent to one of DCYF's field offices. The field office then reviews the report and sends a DCYF assessment worker to meet with the family, investigate the allegations (including gathering information from other family members or community members who know the family), and assess current safety of the child(ren) and risk of future maltreatment. After conducting the assessment, the Division may decide to intervene to establish court-ordered services if necessary to ensure the child's safety, provide services through a voluntary case with DCYF, provide connections to community resources that can support the family, or take no further action if appropriate. Figure 1 below displays a simplified version of a how a family might move through DCYF intake and assessment in New Hampshire. **The ability of DCYF to**

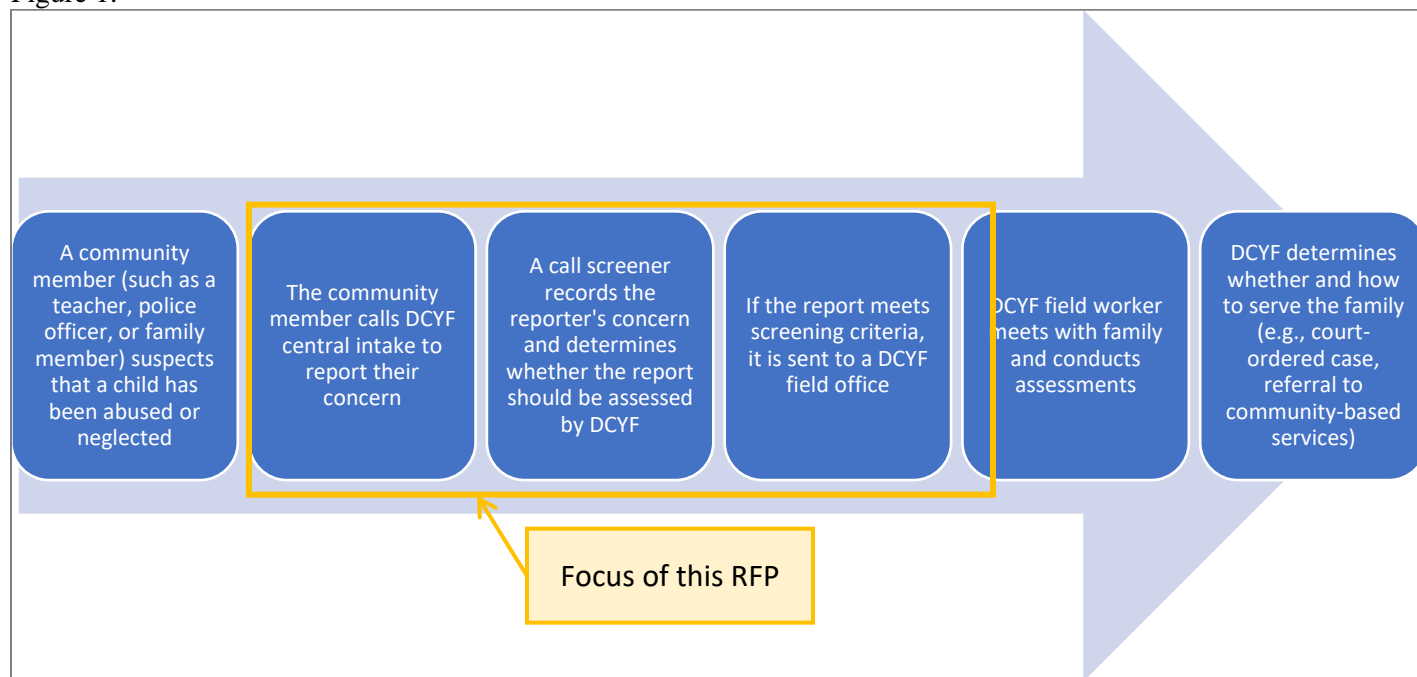
¹ <http://www.nhdcyf.info/rsa/169-c.html>



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effectively serve families in the field depends on assessment workers having information about reported concerns that is **timely, accurate, and thorough**. The central intake hotline team plays an essential role in providing that information to workers.

Figure 1:



1.3.3. About DCYF Central Intake Hotline

The DCYF central intake hotline operates 24 hours per day, seven days per week, 365 days per year to receive reports of abuse/neglect from callers in the community. In many ways, the DCYF central intake hotline operates like a 911 call center, taking reports of potential concerns, recording key information and following up appropriately.

Central intake is made up of two teams: (1) a group of full-time DCYF staff who screen calls during normal business hours and (2) a contracted “after-hours” Vendor whose staff screen calls in the evenings, overnights, and on weekends and holidays. **The process of taking reports and performing other duties operates very similarly across both teams.** DCYF provides thorough training to onboard the contracted Vendor and staff as well as clear policy and process guidance. Contracted call screeners ask the same questions, record the same information, use the same computer system, and follow the same decision-making policies as DCYF staff do. In calendar year 2019, DCYF Central Intake received 26,500 reports of child abuse and neglect. Of these, 6,422 (24%) were taken by the after-hours Vendor. Note that these figures represent the breakdown of reports under the current distribution of hours between daytime staff and the after-hours Vendor. This distribution will shift slightly for this procurement (see below).

Prior to 2016, DCYF did not take reports outside of normal business hours. Community members who had a concern for a child either had to wait until the hotline opened or, in emergency situations, contact law enforcement. In 2016, increasing volume of reports and recommendations from an external review led DCYF to contract with a Vendor to take reports after-hours in order to be more accessible to the community and promote child safety. Since February 2017, community members have been able to make reports of child abuse and neglect in NH at any time.

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At present, DCYF staff take reports from 8:00am to 4:30pm, Monday to Friday. A contracted Vendor takes reports from 4:30pm-8am on weekdays, and all day on weekends and holidays. In the future, DCYF staff will take reports from 7am-6:30pm, Monday to Friday. The remaining hours will be covered by the Vendor.

1.4. Program goals and strategic priorities:

1.4.1. Program goals

The ultimate goal of the after-hours hotline is to provide a swift, appropriate response to reports of child abuse and neglect that will help DCYF ensure the safety of children and promote the well-being of families across New Hampshire. The Vendor will contribute to this goal by:

- Making consistent screening decisions;
- Processing reports efficiently, accurately, and completely;
- In cases where an assessment is not warranted (a screen-out) but the family still has needs (e.g., housing, mental health services);
- Connecting the caller to community resources to meet those needs; and
- Helping DCYF respond to emergency situations that come up outside of business hours.

DCYF is eager to partner with a Vendor that has demonstrated the ability to address these challenges with a track record of success recruiting, training, and retaining highly qualified staff. Prospective Vendors could include those with experience operating an emergency services line, crisis line, help and support line, call center, or a similar service. The Division is open to Vendors from different fields, recognizing that organizational capacity is more important than experience in the domains of child protection and juvenile justice. In addition, DCYF seeks applications from Vendors with a commitment to quality assurance and that are willing to work with DCYF on an ongoing basis to improve performance and troubleshoot challenges that may arise during the course of service delivery.

1.4.2. Other strategic priorities

In addition to the after hour hotline goal described above, DCYF is seeking a Vendor who will assist in the following priorities articulated below and referenced throughout this RFP.

- **Collaboration with providers to improve service delivery:** As part of its contract management efforts, DCYF seeks to actively and frequently collaborate with providers to measure outcomes, track progress over time, and adapt service delivery to improve program results.
- **Seamless coordination:** The Vendor will work closely with DCYF to create consistent practices across the daytime and after-hours hotline, and to ensure continuity of services at all times. DCYF and the Vendor will collaborate to ensure that the experience of a caller does not differ meaningfully between dayshift and after-hours. DCYF and the Vendor will also work together to guarantee that the transition from dayshift to afterhours each evening and back in the mornings is seamless and smooth.
- **Creative operational solutions:** DCYF recognizes that there may be a number of ways to staff and perform the services described in this RFP beyond what the Division has done in the past. DCYF strongly encourages potential Vendors to think creatively and propose new and different operational models (e.g., remote staffing, providing this service within another existing hotline operation, alternative management and supervisory approaches) that can accomplish the articulated goals in a high-quality, cost-effective way.



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- **New pathways to community resources:** DCYF is working to shift its broader approach to child welfare towards a model that connects the right family to the right service at the right time, regardless of their legal involvement with the Division. Central intake is part of this broader shift. In the last year, the DCYF central intake team has started to refer callers to other resources (e.g., local Family Resource Centers) when families are screened-out but have other needs that could be best addressed in the community. Under this contract, the Vendor will also adopt these new approaches.

1.5. Contract Period

The Contract resulting from this RFP will be effective upon Governor and Executive Council approval, through June 30, 2023. The Department would require services to begin on July 1, 2021.

The Department may extend contracted services for up to four (4) years, contingent upon satisfactory Vendor performance, continued funding, and Governor and Executive Council approval.

2. STATEMENT OF WORK:

2.1. Covered populations

2.1.1. *Target population*

The target population ultimately served by the after-hours hotline is children across the state of New Hampshire who may be experiencing abuse or neglect. The goal of the hotline is to ensure the safety and wellbeing of all of these children by ensuring a rapid and appropriate response when concerns are reported by community reporters.

2.1.2. *Community reporters*

Another important population served by the after-hours hotline is community members who report child abuse and neglect. All adults in New Hampshire are mandated reporters. This means that anyone over eighteen years of age who suspects child abuse and neglect is required by law to make a report. Reports of suspected abuse and neglect come from a wide variety of sources including law enforcement, schools, hospitals, social service agencies, friends, family members, neighbors, and many others.

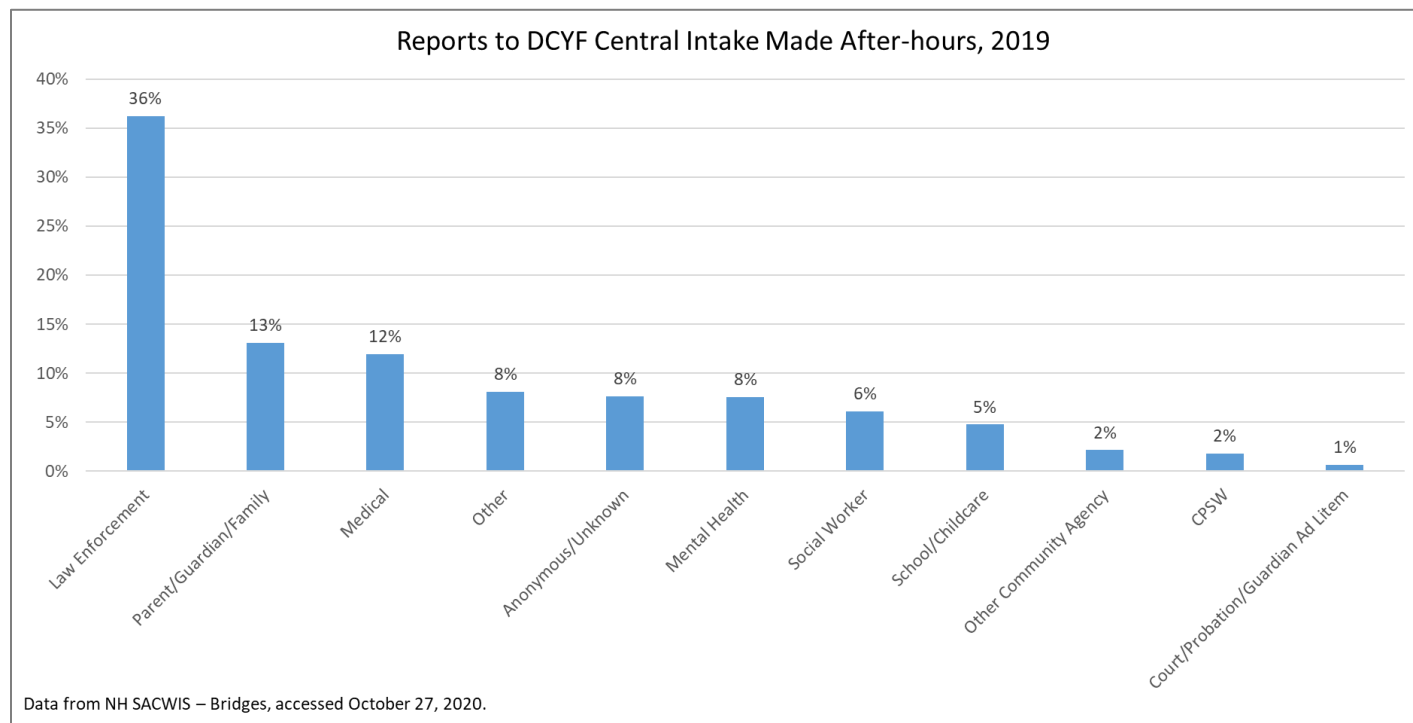
Figure 2 shows the sources of reports to the after-hours hotline in 2019. The largest share of reports came from law enforcement reporters, followed by parents/guardians/family members and medical staff. Unlike during normal business hours, where the largest share of reports come from school/childcare reporters, a relatively small proportion of reports to the after-hours hotline come from reporters in this category.

In many cases, reporters will be experienced professionals who have made many reports over the course of their careers. They may know exactly what to expect when calling and will have all of the necessary information on hand. Other reporters will be making a report for the first time. Child abuse and neglect can be difficult to discuss and reporters may feel guilty, uncertain, or emotional when making their report. They may not know the answers to all of the questions asked by call screeners or may be hesitant to share information that is sensitive. They may forget important details, contradict themselves, or express frustration when making a report.

Call screeners must “meet the reporter where they are” in all cases and approach each caller calmly, professionally, patiently, and without judgment. They will need to ask questions to clarify incomplete information and reassure reporters who may be concerned about privacy. This work will enable reporters to provide the most complete and accurate possible information, which will in turn help the Vendor make informed decisions about screening and help the DCYF assessment worker who will engage the family if the report is screened in.



Figure 2



2.2. Scope of Services:

2.2.1. Overview

The primary function of the after-hours hotline is to take reports of suspected child abuse and neglect. Approximately 80% of the Vendor's work will be devoted to this task. The remaining 20% will be split amongst several supplementary duties, including: redirecting calls for foster parent support, supporting police in identifying appropriate out-of-home placements for emergency removals of children, recording baby "safe haven" reports, contacting On-Call Administrator (this position is either a DCYF Field Administrator or the Associate Bureau Chief in Child protection) to obtain consent for medical treatment of a child in the care of DCYF, alerting relevant parties when a child in the care of DCYF has run away, making referrals to community resources, and answering informational calls. More detail on these duties is provided in subsequent sections.

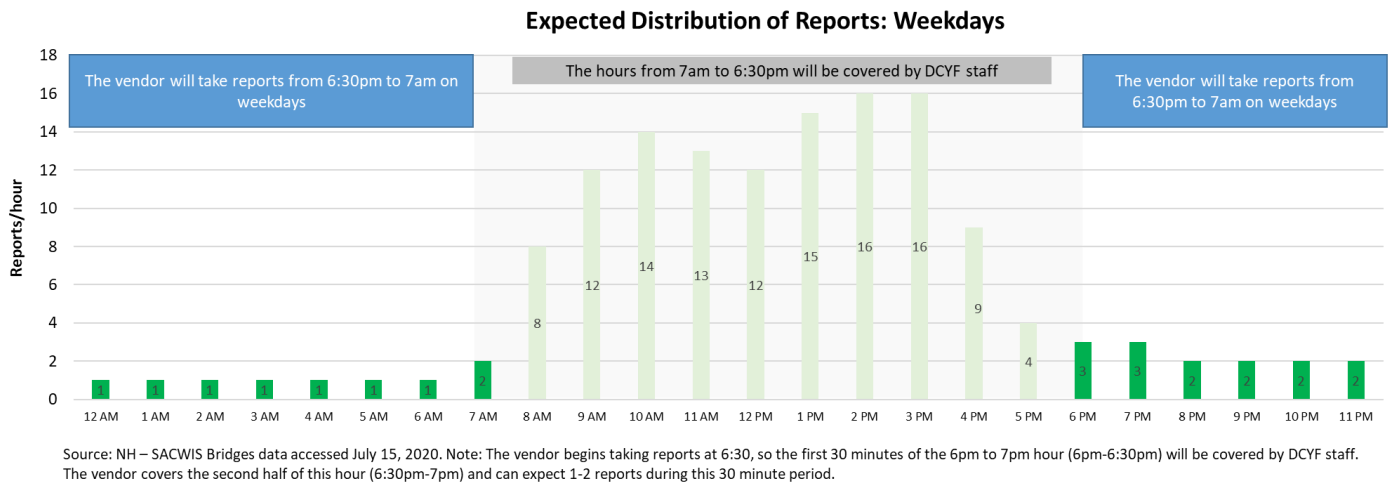
2.2.2. Screening reports

Managing call volume: The majority of reports that are made to the after-hours hotline will be made by phone. The selected Vendor must have staff available to take reports at all times during the hours they are on duty. Report volume is not evenly distributed across the course of day. After DCYF transfers operation of the hotline to the Vendor in the evening, more reports come in between 6:30pm and midnight. Fewer come in between midnight and 7am. On a week night, the Vendor might receive as few as 5 or as many as 25 reports. On a weekend, the Vendor might receive as few as 10 or as many as 35 reports. The data in these charts are based on report volume in 2019 and includes a buffer for each hour to account for higher volume days. Figure 3 shows the approximate expected number of reports over time on a typical weekday.



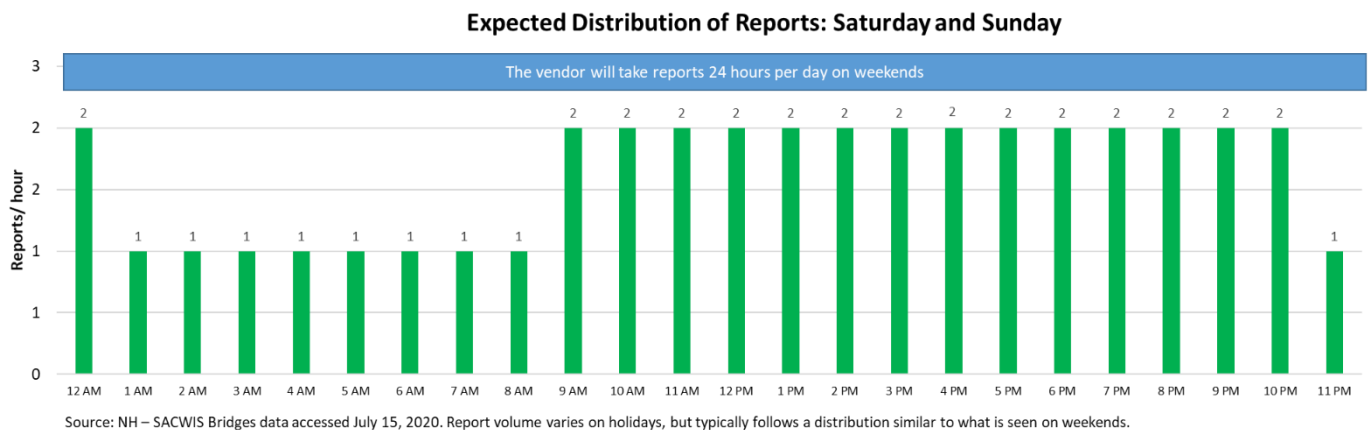
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Figure 3:



On weekends, report volume follows a different pattern, with calls coming in more evenly over the course of the day and declining in frequency overnight. Figure 4 shows the approximate expected number of reports on a typical Saturday or Sunday.

Figure 4:



Note that these charts represent *estimates* of the number of reports the Vendor will likely need to process at various times. Over the course of a year, there will be times when volume is higher than expected, and times when it is lower than expected. Because the Vendor will be responsible for taking **all reports**, **the Vendor must have capacity to take reports that exceeds the requirements described in figures 2, 3 and 4**. At minimum, the Vendor must have a number of staff members available during each hour that is at least one greater than the expected volume of reports for that hour (For example, from 7pm-8pm, where the expected report volume is 3, there should be at least 4 staff members available). Strong proposals will describe a plan for ensuring capacity that goes beyond this minimum requirement. In addition, the Vendor will need capacity to perform several other duties (described in later sections). Prospective Vendors will be asked to describe their plan for ensuring they have adequate staff to match report volume **at all times**.



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Processing a report takes 30 minutes, on average. Depending on the nature of the report, some may take less time, and some may take significantly longer. The Vendor must be prepared to process reports that take longer than average and should have the ability to take multiple reports at once.

Process steps: The steps for taking a report may vary slightly depending on the nature of the report. However, the basic steps for most reports, which are listed below, will be the same (a sample script that illustrates what a report might sound like is included in Appendix I). Note that this description represents a *sample* sequence for taking a report. It does not represent every action a call screener might be expected to take. DCYF will provide training, tools, policies, and procedures to support the Vendor. DCYF reserves the right to add or adjust any of these steps as needed, particularly when DCYF's case management software is put into place, which is anticipated to occur during the course of this contract; currently called New Hampshire Bridges and a new future system will be called Granite Families. The new web-based software, Granite Families, will replace New Hampshire Bridges. The exact Go-Live date for the new system cannot be determined at this time.

Process steps:

1. Greet the caller and inform them that they have reached DCYF central intake.
2. Create a new record in DCYF's Bridges case management software for the report.
3. Ask the caller for their name and basic information and record in the relevant Bridges screen.
4. Ask the caller for basic demographic information about the child and family in question and record in the relevant Bridges screens. Information collected here may include ages, addresses, and familial relationships of the alleged victims, perpetrators, and others involved in the incident (e.g., Jane is the daughter of Bill and the sister of John).
5. Ask the caller to describe their concern. Record the information the caller describes and ask follow-up questions to gather specific details and ensure complete information about the location and safety of the child, details of the incident and how the reporter came to know the information they are reporting, and other key information, including any information needed to complete steps 6 and 8.
6. Select boxes indicating whether specific risk factors are present in the caller's description (e.g. substance abuse, domestic violence, physical/cognitive disabilities).
7. Look up any prior client contacts with DCYF in Bridges and record on the appropriate screen.
8. Use the information provided by the caller to work through DCYF's decision support tools to make two key decisions:
 - a. Whether the report should be screened-in or screened-out according to screening criteria for specific allegations of abuse and/or neglect:
 - i. When screened-in, select relevant allegations where the screen-in threshold was met from a list (e.g., "physical abuse")
 - b. If screened-in, how urgent DCYF's response should be (called "response priority level")
9. Thank the caller, advise them of how the report will be handled, and hang up.
 - a. If screen-out: Make connection to community resource to address outstanding family needs if appropriate using guidance from DCYF.
10. Proofread the report for errors and submit for approval.

DCYF staff will review all reports received by the Vendor, and recommended decisions, before issuing final approval. However, in the future, DCYF reserves the right to adjust the process of approving reports. The After Hours vendor will submit completed reports to the day time Intake staff and the Supervisors will review and approve the reports. Once the reports are approved, the assessments will no longer be on the Afterhours Vendor workload in Bridges.



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In some cases, **collateral contacts** will be necessary in processing a report and making a screening decision. These are contacts (usually calls, could also be e-mails) to individuals who can help clarify or add more information to the information gathered from the reporter. The Vendor will receive guidance on how to make these contacts, and should use them sparingly. The Vendor will have daily handoff contact with daytime intake supervisors to receive feedback regarding collateral contacts. The Vendor will need to follow up with day time staff for further guidance. These contacts also need to be documented in Bridges. Collateral calls that a screener might make include calls to:

- Professionals in the community (e.g., law enforcement agencies, hospitals, schools) who may have contact with or knowledge about the family who could clarify important details
- Child protection agencies in other states when reports are made impacting foreign jurisdictions

Most reports are received as phone calls. A smaller percentage of reports are taken as emails and faxes. These reports are entered into Bridges and screened in the same way. They may also require collateral contacts.

In some cases, an **emergency response** to a report will be necessary. In these cases, the Vendor will follow the steps outline in section 2.2.5.

In some cases, reports will be made alleging abuse and neglect involving residential Treatment Facilities/Institutions foster homes, other special groups. In these cases, the report will be handled by the special investigations unit. When one of these reports is received, the Vendor will respond according to DCYF Intake policy. The Vendor will then determine if an immediate response is required and will document any current safety plan in place. If an emergency response is needed, the Vendor must reach out to the DCYF On-call Supervisor. There are three On-Call Supervisors On-call, these are District Office or Assistant Supervisors within DCYF.

The Vendor must ensure that all hard copy documentation received during each shift is scanned, forwarded to DCYF Central Intake Office, and then subsequently shredded, unless otherwise indicated by DCYF. Scanned files must be deleted by Vendor after receipt confirmation is received from DCYF.

Decision support tools: Step 8 above references two key decisions that central intake workers and the after-hours Vendor personnel must make:

- *Screening decision:* whether to screen-in or screen-out on the basis of allegation-specific criteria that establish a screening threshold
- *Response priority level decision:* how quickly DCYF should respond and complete a face-to-face visit with the alleged child victim (e.g., within 24 hours, 72 hours)

Today, DCYF has several inputs that support these decisions including a detailed screening policy, a set of allegation definitions embedded in Bridges, and decision trees that pose yes or no questions resulting in a recommended response priority level. Once DCYF and the after-hours Vendor transition over to Granite Families, these will be replaced with several updated and enhanced decision support tools. These include:

- New interactive screening tool that breaks down screening decisions into smaller, clearer pieces related to DCYF's jurisdiction and criteria for specific allegations
- New response priority decision tree tool
- A detailed manual to help staff screeners use these tools
- An updated and streamlined policy

These tools have already been developed and represent an important step forward for DCYF. They will promote accuracy, consistency, and efficiency among both DCYF staff and after-hours personnel. The selected Vendor will receive training on the new system and tools.



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2.2.3. *Additional Duties*

In addition to screening reports, the Vendor will perform several additional duties, as described below. DCYF may adjust the scope of these duties as needed. For many of these duties, the Vendor will contact the DCYF On-Call Supervisor and/or the DCYF On-Call Administrator. These are DCYF staff members who will be available during the hours covered by the after-hours hotline.

- *Foster Parent Support:* Some children in DCYF's care are placed in foster homes. In some cases, foster parents may call the after-hours hotline asking for support in performing their duties as prescribed by DCYF. The Vendor will refer foster parent support calls to the DCYF On-Call Administrator.
- *Emergency Placements:* In some cases, children are removed from unsafe situations and placed with foster family on an emergency basis. In these cases, the Vendor will take reports from police when emergency placement is needed for a child and coordinate with the DCYF On-Call supervisor. If emergency placement is needed, the Vendor will assist police and/or On-Call Supervisor in locating a home from the list of resources provided by and maintained by DCYF and will contact the DCYF On-Call Supervisor if an emergency placement home cannot be found.
- *Child in Need of Services (CHINS):* If CHINS related screening calls arise, the screener would create a new referral and add all of the information into Bridges. The screener needs to screen for any abuse or neglect concerns. The DCYF daytime staff would make the determination if the referral meets the criteria for a CHINS.
- *Baby Safe Haven Notifications:* Babies are sometimes left at a church, police department, or similar institution. In instances where this occurs, the institutions where the baby is left will contact DCYF Central Intake. When the Vendor receives a Safe Haven notification, the Vendor screener will follow procedures outlined in DCYF's intake policy.
- *Runaways:* If the Vendor is notified that a child, in DCYF custody or guardianship, is missing or has run away, the Vendor will call police, report to the DCYF On-Call Supervisor or On-Call Administrator, and document all information in Bridges. If the Vendor is notified that a child, in DCYF custody or guardianship, has been located, the Vendor will notify DCYF On-Call Supervisor or On-Call Administrator and document all information in Bridges.
- *Facilitation of Medical Consent for Children in the Guardianship of DCYF:* When Intake is contacted after regular business hours by medical providers seeking consent for treatment of children in DCYF guardianship, the Vendor screener will contact the DCYF On-Call Administrator to obtain verbal authorization to secure emergency medical and/or psychiatric treatment.

The Vendor screener will verify, in Bridges, that a child is in DCYF guardianship prior to contacting the DCYF On-Call Administrator for such authorizations. If the Vendor determines the child is not in DCYF guardianship, the Vendor screener will inform the medical provider that authorization must be obtained from a parent or guardian. If guardian cannot be reached the Vendor can reach out to the On-Call Administrator for consent.



2.2.4. *Technical Requirements*

Phone system and call management software that is required to be able to connect with any current DCYF software: The Vendor must have a call management system or call center software for processing phone calls that enables management of multiple calls from the main hotline number at once and effective distribution of calls to multiple screeners. This system must also be capable of tracking key metrics (including call volume, time of call, hold time, dropped/missed calls, and calls waiting to be answered) and produce data extracts with this information that can be shared with DCYF. DCYF currently uses Cisco Finesse for its Central Intake operations, and it is preferred that the Vendor uses this system that allows for similar management, data collection, and reporting.

Use of DCYF's child welfare information system: Vendor staff must utilize DCYF's State Automated Child Welfare Information System (SACWIS or Bridges at present, to be Granite Families in the Future) to record and enter all report information, conduct name searches, and conduct checks on prior reports involving the same family members and Central Registry checks as part of the intake process. Vendor staff will access case history for a record review for additional information to determine the degree of response. Vendor staff will use Bridges to verify the custody and placement status of children reported to be missing from care. The Vendor should be prepared to switch to a new Child Welfare Information System (Granite Families) during the course of the contract. DCYF will work with the Vendor and support them in making this transition.

Other technical requirements: In addition to the requirements described above, the Vendor must:

- Agree to adhere to all current and future State of New Hampshire and DHHS Data Security and Information Technologies Policies and procedures.
- Preserve the confidentiality, integrity, and accessibility of State of NH data with administrative, technical, and physical information security controls and measures that conform to all applicable federal, state laws, and industry standards and best practices. The Vendor will ensure its information processing systems and environment will be maintained according to all applicable federal, state laws, and standards; and ensure the same is applied any other subcontractor(s) information processing environments utilized to process or store State of NH protected and confidential data including but not limited to EPHI and PII.
- Participate in and or respond to any assessment, audit, or corrective action immediately upon request by DHHS in support of or as a result of compliance or information security related activities.
- Participate and adhere to information security awareness and training program activities during DHHS standard work hours, as requested.
- Ensure any and all electronic transmission or exchange of any State of NH data shall be secured using Secure File Transfer Protocols, or other appropriate secure transport methods, using no less than current 128bit encryption tools.
- Agree to be responsible for supporting and participating, as requested by DHHS, within the program areas of business continuance, disaster recovery, incident response, and breach notification.

2.2.5. *Additional Information and Requirements*

Transition to DCYF: Seamless coordination between DCYF daytime staff and the after-hours Vendor is essential for ensuring continuity and consistency of services. To ensure a smooth transition from one team to the other, and back again, the Vendor must have staff available to communicate with DCYF staff 30 minutes prior to assuming operations of the hotline from DCYF staff each evening and 30 minutes after relinquishing operations back to DCYF staff each morning. During this time, the Vendor staff will receive any pertinent information about their upcoming shift from DCYF staff, brief DCYF staff on any ongoing or unresolved reports, and communicate on other operational items as needed. In general, the Vendor must complete all reports prior to transition of coverage to DCYF, and should rarely hand off incomplete reports, if ever.



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Other emergency responses: The Vendor should be prepared to respond in any emergency situation not covered in sections 2.2.2 or 2.2.3.

- When the Vendor determines that an emergency response may be necessary, the Vendor must take the following actions:
 - Contact the DCYF On-Call Supervisor;
 - Make follow-up phone call to all provided phone numbers if the DCYF On-Call Supervisor fails to answer the first phone call;
 - Call the DCYF On-Call Administrator, if the DCYF On Call Supervisor remains unreachable;
 - Document all information in Bridges (DCYF's secure statewide automated child welfare information system-SACWIS) from the DCYF on-call supervisor regarding if or when a DCYF response will occur and additional information from DCYF when a response is completed;
 - Complete all required documentation by entering required information into Bridges and ensure that completion of reports are done in compliance with federal and state laws, and DCYF policy; and
 - Work with DCYF to maintain a current list of on-call staff and their schedules.
- The Vendor may make immediate referral to law enforcement, after consultation with the DCYF On-Call Supervisor, when referral to law enforcement is the most appropriate course of action due to the emergent nature of the situation.
- Occasions may require the Vendor to call law enforcement (911) immediately or advise the caller/reporter to call law enforcement (911) immediately.
- In the event of a reported death of a child, the Vendor must immediately contact DCYF's On Call Supervisor, and the On-Call Administrator.
- Ensure that all hard copy documentation received during each shift is scanned, forwarded to DCYF Central Intake Office, and then subsequently shredded, unless otherwise indicated by DCYF. Scanned files shall be deleted by Vendor after receipt confirmation is received from DCYF,

Ensuring continuity of services: Operation of the hotline must continue, even in the event of a power outage, natural disaster, or other unforeseen event. To that end, the Vendor will develop and maintain, for the duration of the Contract, a comprehensive emergency disaster plan to ensure uninterrupted operation of the after-hours hotline and to ensure that if Bridges is unavailable, due to unforeseen technical emergencies or routine system maintenance breaks, reports can still be made, effectively filed/recorded, and documented. Planned routine system maintenance breaks occur: two times per calendar year, from Friday at 5:00pm through Monday at 8:00am and once per week from Sunday 11:00pm through Monday 5:00am

Language Access: The Vendor will follow all DCYF policies and procedures related to receiving reports from reporters whose primary language is one other than English.

2.2.6. *Staffing model*

The Vendor must have enough call screeners available to match or exceed the expected volume of reports at all times. DCYF welcomes creative staffing solutions and encourages Vendors to propose innovative ways to use new and existing human resources to perform the duties described in this RFP.

For example: in one model, call screeners might work standard eight or ten hour shifts, focusing solely on DCYF work while they are on duty. In another, screeners might focus solely on DCYF work from 6:30pm-12am, but then work on other non-DCYF related tasks during the hours where call volume is lower, pausing those tasks when they receive a report. Screeners might be co-located, or they might work remotely. The Vendor might choose to hire all new staff to perform these duties, or they might choose to leverage existing human resources. There are range of



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options for how the after-hours hotline could be staffed, and DCYF is open to and anticipating proposals for a variety of creative solutions beyond these examples.

Prospective Vendors will be asked to describe their proposed staffing model in detail in their response. Prospective Vendors will also be asked to describe how they plan to recruit and retain new staff that meet the requirements described below or, if using existing staff, how those staff meet the requirements.

2.2.7. *Program Staffing Requirements*

The primary staffing requirement for the after-hours Vendor is that staff be available to consistently and effectively perform the duties described in this RFP. The paragraphs below represent DCYF's suggestions for how the after-hours hotline might be staffed. However, DCYF is open to innovative staffing models that depart from these suggestions while still guaranteeing successful hotline operations.

The core of the work of the after-hours hotline will be performed by call screeners. In addition, there are supervisory and management functions that may be performed by other staff (e.g., shift supervisors, program managers).

Screeners: Call screeners will take reports of abuse and neglect – according to the process specified above in Section 2.2.2 – and make preliminary a screening determination about how to respond to the report. Call screeners will also carry out many of the supplementary duties described in Section 2.2.3.

Call screeners will spend a significant portion of their time on the phone with reporters. As such, call screeners must be professional, patient, and well-versed in DCYF screening policy and practice. Screeners will have to type information while reporters talk, so will need to have the ability to **input information quickly and accurately** while on the phone. At the same time, screeners must also **synthesize the information** they are receiving, identify gaps, and ask follow-up questions.

Often, reports will come in one after the other, and screeners will have to possess **excellent time and workflow management skills** in order to continue to take reports efficiently under these circumstances.

Additional required qualifications for call screeners include:

- An associate degree (A bachelor's degree is preferred) from a recognized college or university in a human-services related field
- Experience answering calls at a hotline or similar setting, especially a hotline that supports individuals in crisis situations

Supervisory/Management Staff: To support the work of call screeners, there are number of additional supervisory and management duties that will likely need to be performed. A preliminary list of these is below. In the past, DCYF required these duties be divided between clinical/shift supervisors and a program director. For this solicitation, Vendors are welcome to propose either a version of this organizational structure, or a different way of performing the duties described here. Note that this is not an exhaustive or comprehensive list. DCYF may work with the Vendor to add to or adjust the duties listed here as needed to ensure the effective operation of the after-hours hotline.

- Staff supervision and scheduling
- Staff recruitment
- Data tracking and monitoring quality assurance measures
- Management of the contract budget
- Providing public education regarding the after-hours intake process
- Monitoring and assisting call screeners while they are taking reports
- Supporting screeners in making a preliminary determination about how to screen a report
- Initiating requests to the DCYF On-Call Supervisor or Field Administrator



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Additional required qualifications for supervisory/management staff include:

- A Bachelor' (A Master's Degree is preferred) degree from a recognized college or university in a human-services related field
- Experience managing a hotline or call center

Vendors must explain in detail how their existing staff are qualified to effectively perform the duties of both call screeners and supervisory/management staff. If the Vendor proposes to recruit new staff, the Vendor should be prepared to explain their plan for recruiting qualified applicants. Appendix B provides information on the qualifications for staff that were required in the previous version of this RFP. While DCYF is not requiring strict adherence to these qualifications for this solicitation, they may provide helpful guidelines in the types of qualifications that might support an effective staffing model.

Additional Requirements:

Hiring

- For new staff, Vendor must conduct a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance. DCYF reserves the right to participate in these interviews. For new staff, Vendor must complete criminal background checks and NH DCYF Central Registry Checks.
- For existing staff, Vendor must provide evidence of performance review, evaluations, or other evidence of qualifications and satisfactory job performance.
- New Vendor staff must provide three (3) references with acceptable reference checks; if previously employed by DCYF, at least one reference must be DCYF specific.
- Vendor staff must successfully complete the training requirements outlined below.
- Upon completion of initial training, Vendor staff must complete ongoing training as outlined below.
- Vendor staff will be trained in how to make necessary screening decisions based on DCYF practice and policy.
- Vendor staff must be available for non-traditional work hours to meet the needs of the after-hours hotline.
- Vendor staff must have Microsoft outlook/computer proficiency.
- Vendor staff must obtain, at their expense, a Criminal Background Check for all staff, including volunteers, providing direct services to clients under the contract. The selected Vendor(s) shall release the results to the Department to ensure no convictions for the following crimes:
 - A felony for child abuse or neglect, spousal abuse, and any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;
 - A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult; or
 - A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

The selected Vendor(s) shall authorize the Department to conduct a Division for Children, Youth and Families check at no cost to the Contractor. These registries check confidential results. The selected Vendor(s) shall not have staff members or volunteers provide services prior to the required documentation in 3.2.5 and 3.2.6 is received and verified by the Department.



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Orientation and Training Requirements

- The Vendor will ensure that staff complete a minimum ten (10) days of pre-service training, provided by DCYF staff, before beginning to cover the after-hours hotline. DCYF reserves the right to set the topics for these trainings, and to require additional preservice trainings for staff as needed.
- The Vendor will ensure that staff complete four (4) days of ongoing training with DCYF staff. DCYF reserves the right to set the topics for these trainings, and to require additional ongoing trainings for staff as needed.
- The Vendor will ensure staff availability for pre-service training during traditional business hours.
- The Vendor will maintain personnel files that are subject to periodic DCYF reviews.
- The Vendor staff may be given credit for previous related training and/or experience resulting in a possible exemption from portions of the required training, as determined by DCYF.
- Actual training times vary according to the skills and experience of each staff member. The Vendor will maintain documentation of completed staff training.

Other Staffing Requirements:

- The Vendor will monitor the performance of employees and conduct frequent reviews to ensure work quality and address performance issues. The Vendor will ensure all staff is subjected to State of NH criminal background checks, DCYF Central Registry Checks and DHHS Bureau of Elderly and Adult Services (BEAS) checks.
- The Vendor will ensure that all staff adhere to New Hampshire statutes governing child protection confidentiality and DCYF's Professionalism and Ethics Policy.
- The Vendor will ensure that any vacancies are filled within a timely manner and by a candidate that meets the requirements stated in this RFP.
- The Vendor will consult with DCYF when hiring any applicant who is currently, or has previously been an employee or intern of DHHS/DCYF.
- The Vendor will ensure that vacancies are filled within a timely manner to ensure that there is no lapse in ongoing service to the community.

2.3. Reporting and Deliverable Requirements:

DCYF will establish data reporting and deliverable requirements as part of the contract that results from this solicitation, including to ensure compliance with state and federal requirements and the successful delivery of the Scope of Work described in this RFP. Much of this information will be collected automatically through the Bridges system or through data extracts from their call management system or software supplied by the Vendor to DCYF in a manner and frequency specified by DCYF. DCYF reserves the right to establish additional data reporting and deliverable requirements throughout the duration of the contract as needed.

2.4. Performance improvement and performance metrics:

2.4.1. Performance improvement

The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.



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DCYF is committed to continuous improvement and performance measurement as a central part of our partnership with the after-hours hotline Vendor. As part of that effort, the DCYF seeks to actively and regularly collaborate with providers as part of enhanced contract management to improve results. Therefore, DCYF seeks applicants who are focused on improving performance over time and expects the awarded Vendor to engage and collaborate with DCYF to use data to monitor and understand performance, troubleshoot challenges, and adjust operations over time. These expectations include but are not limited to attending biweekly meetings with DCYF staff to discuss performance trends. DCYF anticipates focusing on several topics during these meetings, which include but are not limited to:

- *Efficiency*: Quickly processing reports of child abuse and neglect is essential to ensuring child safety. If report processing is delayed, children may remain in unsafe situations. Performance improvement meetings might address ways to help screener's process reports as efficiently as possible to ensure that the appropriate response to all reports occurs in a timely manner.
- *Decision making*: Appropriate screening decisions have a significant impact on the experience of the lives of the families that DCYF serves. Screening in too many families results in unnecessary assessments. Screening in families at the wrong level of urgency means it may take longer than necessary for a family to receive the intervention that it needs. Performance improvement meetings may focus on using the tools provided by DCYF to make consistent decisions about how to respond to reports of abuse and neglect.
- *Report Quality*: Reports from central intake are the primary source of information for assessment workers. Information given by callers must be documented thoroughly, accurately, and written in a manner that is easy for assessment workers to use. Performance improvement meetings might focus on how the narratives written in a report are structured, with an emphasis on making them as clear and readable as possible. Please review Appendix J, Report Quality Tool.

This kind of performance-oriented contract management is particularly important since DCYF aims to improve the performance of the after-hours hotline with this solicitation. DCYF reserves the right to set expectations for what this collaboration, including key performance objectives, will look like in any resulting contract.

2.4.2. Performance Metrics

To track the Vendor's performance, DCYF will monitor a set of performance indicators. A selection of key metrics is displayed in Figure 5. The selected Vendor will be invited to work with DCYF to build on and refine this list of metrics.

To measure call volume, time of call, hold time, dropped calls, and other key operational metrics, the Vendor must have call management system or software that can capture and report these data elements (as referenced above in Section 2.2.4).

Figure 5:

| Category | Key Performance Metrics |
|-------------------|---|
| <i>General</i> | <ul style="list-style-type: none">• Volume of reports• Volume of informational calls• Volume of calls from foster parents |
| <i>Efficiency</i> | <ul style="list-style-type: none">• Average/Median time to process a report• Average hold time for reporters• Number of dropped calls |



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| | |
|------------------------|--|
| Decision Making | <ul style="list-style-type: none">• Screen-in rate (i.e., how frequently reports are screened in for assessment)• % of reports screened in at each response priority level (i.e., how urgently DCYF needs to see the alleged victim face-to-face) |
| Report Quality | <ul style="list-style-type: none">• Report scores on standardized qualitative continuous quality improvement tool (developed by DCYF central intake) |

In addition to collecting and reviewing these metrics with the Vendor, DCYF expects to conduct additional quality assurance activities which may include, but are not limited to, site visits, personnel file reviews and observations, staffing coverage audits, and “secret shopper” method test calls.

Vendor will be expected to collect and share back data and deliverables in a format/manner specified by DCYF. DCYF reserves the right to request/collect other key data from the Vendor related to service delivery and operations.

3. PROPOSAL EVALUATION:

3.1. Overview of proposal evaluation process:

In addition to the information and guidance about the technical and cost proposals described here, please be sure to read Section 7, which lays out the full requirements for both the technical and cost proposals. In addition, DHHS has prepared Appendix H, Proposal Checklist to aid your staff as they develop a bid.

3.2. Details of technical question application, including questions:

3.2.1. Technical proposal scoring criteria

| Service Design (25 points possible) |
|--|
| <ul style="list-style-type: none">• The proposer agency has (or can recruit) a team that is capable of performing all of the duties required to effectively operate the after-hours hotline• The proposer agency has a plan for staffing the after-hours hotline so that there is sufficient capacity to take reports at all times. The proposer agency employs staff that are well qualified to operate the after-hours hotline, or has a plan in place for recruiting and hiring qualified staff• The proposer suggests creative approaches and plans for handling common staffing challenges (e.g., staff suddenly goes out sick, unexpected spike in call volume)• The proposer agency understands the sequence of tasks required to effectively process reports and perform other duties described in this RFP. The proposer has a strong plan for effectively and efficiently managing workflow |
| Organizational Capacity (35 points possible) |
| <ul style="list-style-type: none">• The proposer agency has credible experience in effectively managing a service similar to the after-hours hotline, or has other capacity that lends itself to successfully executing this service• The proposer agency has strong, stable leadership with a track record of high-quality service delivery |



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- The proposer agency has a track record of successfully developing and implementing new services, or of making substantive changes to existing services
- The proposer agency proposes creative solutions to ensure continuous service in the face of challenging or uncertain circumstances
- The proposer agency builds (or has a credible plan to build) staff skills to enable them to engage with a diverse group of callers from different racial, cultural, ethnic, and linguistic backgrounds in the New Hampshire community

Performance Improvement (20 points possible)

- The proposer agency has demonstrated experience working to improve quality, results, and service performance that can be used to continuously improve performance of the after-hours hotline over time
- The proposer agency has or proposes to acquire the systems required to collect performance data and share that data back with DCYF

3.2.2. Technical proposal questions

Service Design (25 points possible)

Hotline Staffing Structure:

- Describe the structure of the team that would directly operate the hotline, including (a) the anticipated roles and staff types that your agency will use and (b) the specific duties and responsibilities that will be assigned to each of those roles.

Hotline Coverage Plan:

We encourage you to refer to the information provided in section 2.2.2, especially Figures 3 and 4, in answering these questions.

- Please describe your proposed staffing plan for weekdays from 6:30pm – 7am. How will staff be deployed during these hours to guarantee sufficient hotline coverage at all times? Include information about shift schedules, on-call schedules, staff supervision, and any other relevant information.
- Please describe your proposed staffing plan for weekends. How will staff be deployed during these hours to guarantee sufficient hotline coverage at all times? Include information about shift schedules, on-call schedules, staff supervision, or any other relevant information.

Workflow Management:

- If your organization currently operates a hotline or similar service, please articulate the workflow you use for receiving, completing, and processing incoming calls. How you would incorporate DCYF central intake reports in this process or adapt this process for DCYF central intake calls and reports?
- If you do not currently operate a hotline or similar service, please articulate your planned workflow for receiving, completing, and processing incoming DCYF central intake calls and reports.



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Organizational Capacity (35 points possible)

Experience:

- Please describe your organization's experience operating an emergency services line, crisis line, help and support line, call center, or similar service and how that prepares you to operate the DCYF after-hours hotline. In addition, please provide a reference to your past experience in providing this type of service. If you do not have experience in these specific areas, what capacity does your organization have that would lend itself to executing on this service?

Management:

- Describe your agency's management structure and the experience of your senior leadership/management team. How does your organization's leadership support a culture and climate that enables high-quality service delivery?

Service Implementation:

- What experience does your organization have in successfully launching a new service, business unit, or program or adding a significant new component or practice to an existing service, business unit or program? Please provide an implementation plan for how you will launch services associated with this contract, including timeline such that after-hours hotline would be operational within thirty days of the contract effective date.

Staff Qualifications:

- If you are planning on using existing staff for this service, what are the most important capacities they have in order to execute the call screening and supervisory functions detailed in this RFP? Please describe their qualifications and experience.
- If you are planning on hiring any new staff, describe your plan for recruiting and hiring staff with the qualifications, capabilities and experience needed to perform the duties described in this RFP.

Continuity of Services:

- Describe how you would respond to each of the following staffing scenarios to ensure consistent hotline coverage and continuity of services:
 - At 11pm on a Wednesday, five community reporters call to make a report at the same time.
 - At 5pm on a Thursday, a call screener informs you that they are sick and will be unable to perform their duties that night.
 - At 2am on a Saturday, a power outage leaves some staff unable to connect to the internet.
- It is essential that the after-hours hotline be adequately staffed at all times. Describe how your organization recruits, hires, and retains staff. In particular, explain how you would implement these practices to prevent any reduction in capacity in the event a staff member leaves the organization.

Diversity, Equity and Inclusion:

- DCYF central intake takes reports from a diverse group of community reporters. Describe how your organization ensures or would ensure cultural competency on the part of call screeners.

Performance Improvement (20 points possible)

Experience in performance improvement:

- How does your agency incorporate continuous quality improvement and performance measurement into the work you do today?
- Share two examples of times that your agency has made a programmatic or organizational change designed to improve results based on data or information collected (e.g., quantitative or qualitative). For



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each example, please describe: (a) how the problem was identified, (b) what steps your agency took to make the improvement, and (c) the impact of these changes.

Technical Systems:

- What call management system or software does your organization currently have in place for processing phone calls? Describe the capabilities of this system, particularly how it collects and reports key metrics including call volume, call time, hold time, dropped/missed calls, calls waiting to be answered.
 - If your organization does not currently have a call management system or software, explain your plan for acquiring and implementing one.
- How has your organization used this software (or how would you use this software) to monitor, improve, and manage performance of your team?

3.3. Details on cost application:

3.3.1. Cost proposal scoring criteria

| Cost proposal (20 points possible) |
|--|
| <ul style="list-style-type: none"> • The proposer agency proposes a Budget (Appendix D), Budget Narrative Template (Appendix E), and Program Staff List (Appendix F) to successfully implement the after-hours hotline and deliver results, including articulation of the different kinds of costs connected to launching, operating, and sustaining the service. |

3.3.2. Cost proposal application components

For each State Fiscal Year (July 1 through June 30), proposers must complete the following:

- Appendix D – Budget Sheet for the entirety of the service
- Appendix E – Budget Narrative Template
- Appendix F - Program Staff List to correlate with the budget

Proposers must also provide a Budget Narrative that explains the specific line item costs included in the Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Narrative must also provide a brief summary of how each position included in the Program Staff List pertains to the after-hours hotline and what activities they will perform, which should be aligned with details in proposal related to staffing structure in Section 3.3.2 above. Budget, Budget Narrative and Program Staff List will be evaluated and scored collectively as a group.

4. PROPOSAL EVALUATION

4.1. Selection

- 4.1.1. The Department will use a scoring scale of 100 points, with a maximum of 20 points awarded based on the Cost Proposal. The Department will select a Vendor based upon the criteria and standards contained in this RFP and applying the points set forth below.

4.2. Technical Proposal (Appendix G)

- | | |
|--------------------------------|-----------|
| 4.2.1. Service Design | 25 Points |
| 4.2.2. Organizational Capacity | 35 Points |
| 4.2.3. Performance Improvement | 20 Points |



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| | |
|---|-----------|
| Total Technical Proposal Points Available | 80 Points |
|---|-----------|

4.3. Cost Proposal

| | |
|--|------------|
| 4.3.1. Budget (Appendix D), Budget Narrative (Appendix E) and Program Staff List (Appendix F) | 20 Points |
| Total Cost Proposal Points Available | 20 Points |
| Maximum Possible Score | 100 Points |

5. FINANCE:

5.1. Financial Standards:

- 5.1.1. The Department anticipates using General funds for the resulting contracts. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected Vendor will be subject to the requirements of the selected funding source.
- 4.1.2 Funding for the resulting contract(s) is anticipated to be available up to the amount of \$960,057; however, this amount is approximate and may be increased or decreased to meet the needs of the Department.

5.2. Description of payment structure

The Department requires monthly itemized billing to be submitted to DCYF for payment.

6. COMPLIANCE

6.1. General Compliance:

- 6.1.1. Contractors must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 6.1.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 6.1.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 6.1.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.



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- 6.1.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.3.4. Medical records on each patient/recipient of services.
- 6.1.3.5. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

6.1.4. Credits and Copyright Ownership

- 6.1.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 6.1.4.2. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 6.1.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 6.1.4.3.1. Brochures.
 - 6.1.4.3.2. Resource directories.
 - 6.1.4.3.3. Protocols.
 - 6.1.4.3.4. Guidelines.
 - 6.1.4.3.5. Posters.
 - 6.1.4.3.6. Reports.
- 6.1.4.4. The selected Contractor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

6.1.5. Culturally and Linguistically Appropriate Services

- 6.1.5.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, Department is



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strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 6.1.5.2. The Department requires all Contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 6.1.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing CLAS Section of the RFP, and, in the Vendor/RFP section of the Department's website.
- 6.1.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 6.1.5.5. Contractors are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 6.1.5.6. Successful Contractors will be:
 - 6.1.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
 - 6.1.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.
- 6.1.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 6.1.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 6.1.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;



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- 6.1.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
- 6.1.5.7.4. The resources available to the organization to provide language assistance.
- 6.1.5.8. Contractors are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal. Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Proposal.
- 6.1.5.9. For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of the RFP, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.

6.1.6. Audit Requirements

- 6.1.6.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 6.1.6.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a sub recipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 6.1.6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 6.1.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 6.1.6.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 6.1.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 6.1.6.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 6.1.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



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6.2. Contract Monitoring Provisions

- 6.2.1. All Contractors must complete Appendix B, Contract Monitoring Provisions.
- 6.2.2. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.
- 6.2.3. The Department will complete the risk assessment utilizing multiple factors that include, but are not limited to:
 - 6.2.3.1. Grant management experience.
 - 6.2.3.2. Documented history of non-performance or non-compliance.
 - 6.2.3.3. Audit findings.
 - 6.2.3.4. Recent personnel or system changes.
 - 6.2.3.5. Financial solvency.
 - 6.2.3.6. Adequacy of internal controls.
- 6.2.4. The Department may incorporate contract monitoring procedures and activities into the final contract to address identified risks, which may include but are not limited to:
 - 6.2.4.1. Requiring the Contractor to provide fiscal reports and documentation behind reports to the Department for review.
 - 6.2.4.2. Reviewing Contractor reporting processes and systems for data integrity.
 - 6.2.4.3. Performing file reviews to ensure Contractor compliance with state and federal laws and rules in the administration of the contract.
 - 6.2.4.4. Conducting site visits to assess Contractor compliance with applicable contract objectives and requirements.
 - 6.2.4.5. Reviewing Contractor expenditure details to ensure all expenditures are allowable and in compliance with federal and state laws and other applicable policies or rules.
 - 6.2.4.6. Providing targeted training or technical assistance to the Contractor.
 - 6.2.4.7. Reviewing monthly financial data to assess Contractor financial solvency.
- 6.2.5. Statement of Vendor's Financial Condition
 - 6.2.5.1. The Proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.
 - 6.2.5.2. Each Proposer must submit audited financial statements for the four (4) most recently completed fiscal years. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.
 - 6.2.5.3. Complete financial statements must include the following:
 - 6.2.5.3.1. Opinion of Certified Public Accountant;



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- 6.2.5.3.2. Balance Sheet;
 - 6.2.5.3.3. Income Statement;
 - 6.2.5.3.4. Statement of Cash Flow;
 - 6.2.5.3.5. Statement of Stockholder's Equity of Fund Balance;
 - 6.2.5.3.6. Complete Financial Notes; and
 - 6.2.5.3.7. Consolidating and Supplemental Financial Schedules.
- 6.2.5.4. A Proposer, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Proposer, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Vendor alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.
- 6.2.5.5. If a Proposer is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the Proposer shall submit the following as part of its proposal:
- 6.2.5.5.1. Uncertified financial statements; and
 - 6.2.5.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

6.3. Contact Information – Sole Point of Contact:

- 6.3.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a Proposer, and approval of the resulting contract by the Governor and Executive Council is:
- State of New Hampshire
 - Department of Health and Human Services
 - Jennifer Hackett
 - Administrator I, Team Lead
 - Brown Building
 - 129 Pleasant St.
 - Concord, New Hampshire 03301
 - Email: Jennifer.hackett@dhhs.nh.gov
 - Phone: 603-271-9605



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- 6.3.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications

6.4. Procurement Timetable

| <u>Procurement Timetable</u> | | |
|--|--|------------------------|
| All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion. | | |
| Item | Action | Date |
| 1. | Release date for RFP | 12/30/20 |
| 2. | RFP Questions Submission Deadline | 01/07/21 by 5:00pm |
| 3. | Department Response to Questions Published | 01/14/21 by 5:00pm |
| 4. | Proposal Submission Deadline | 02/09/21 by 11:59 p.m. |

6.5. Questions and Answers

6.5.1. Proposers' Questions

- 6.5.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.
- 6.5.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 6.5.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.5.1.4. Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.

6.5.2. Department Answers

- 6.5.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/RFP/index.htm>). Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

6.6. Exceptions

- 6.6.1. The Department will require the successful Proposer to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the



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extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.

- 6.6.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 6.6.3. If the Department accepts a Proposer's exception, the Department will, at the conclusion of the RFP Question Period, provide notice to all potential Contractors of the exceptions that have been accepted and indicate that exception is available to all potential Contractors by publication of the Department's answers on or about the date indicated in Subsection 6.2.
- 6.6.4. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP Question Period will not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

6.7. RFP Amendment

- 6.7.1. The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposer who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

6.8. Proposal Submission

- 6.8.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in 6.3.1.1. The word limit is 12,500 and excludes starting word count, e.g., words taken up by questions, and words included in supplements and appendices.
 - 6.8.1.1. The subject line must include the following information: RFP-2022-DCYF-01-AFTER (email xx of xx).
 - 6.8.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.8.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.8.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.
- 6.8.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

6.9. Non-Collusion

- 6.9.1. The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have



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been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive proposal.

6.10. Collaborative Proposals

- 6.10.1. Proposals must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

6.11. Validity of Proposals

- 6.11.1. Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.

6.12. Property of Department

- 6.12.1. All material property submitted and received in response to this RFP will become the property of the Department and will not be returned to the Proposer. The Department reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.13. Proposal Withdrawal

- 6.13.1. Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

6.14. Public Disclosure

- 6.14.1. Pursuant to RSA 21-G: 37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.
- 6.14.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 6.14.3. Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Proposal section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. The Proposer is strongly encouraged to provide a redacted copy of their Proposal.



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6.14.4. Each Proposer acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by a Proposer as confidential, the Department shall notify the Proposer and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Proposer's responsibility and at the Proposer's sole expense. If the Proposer fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Proposer without incurring any liability to the Proposer.

6.15. Non-Commitment

6.15.1. Notwithstanding any other provision of this RFP, this RFP does not commit the Department to award a contract. The Department reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new procurement process.

6.16. Liability

6.16.1. By submitting a Proposal in response to this RFP, a Proposer agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Proposer in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.17. Request for Additional Information or Materials

6.17.1. The Department may request any Proposer to provide additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Proposer with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance.

6.18. Oral Presentations and Discussions

6.18.1 The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Proposer.

6.19. Successful Proposer Notice and Contract Negotiations

6.19.1. If a Proposer is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Proposer(s), all submitted Proposals remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Proposer(s), the evaluation team may recommend another Proposer(s). The Department will not contact Proposer(s) that are not initially selected to enter into contract negotiations.

6.20. Scope of Award and Contract Award Notice



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- 6.20.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 6.20.2. If a contract is awarded, the Contractor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.21. Site Visits

- 6.21.1. The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Proposer's location or at any other location deemed appropriate by the Department, to determine the Proposer's capacity to satisfy the terms of this RFP. The Department may also require the Proposer to produce additional documents, records, or materials relevant to determining the Proposer's capacity to satisfy the terms of this RFP. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Proposer.

6.22. Protest of Intended Award

- 6.22.1. Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G: 37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G: 37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37,IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.23. Contingency

- 6.23.1. Aspects of the award may be contingent upon changes to state or federal laws and regulations.

6.24. Ethical Requirements

- 6.24.1. From the time this RFP is published until a contract is awarded, no Proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Proposer that violates RSA 21-G: 38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

PROPOSAL OUTLINE AND REQUIREMENTS

6.25. Presentation and Identification

- 6.25.1. Overview



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- 6.25.1.1. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3.
- 6.25.1.2. Proposals must be submitted electronically as specified in Subsection 6.7.
- 6.25.1.3. Proposers must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.
- 6.25.1.4. Fax or hard copies will not be accepted.

6.26. Outline and Detail

6.26.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section.

6.26.2. Technical Proposal Contents – The Transmittal Cover Letter must:

- 6.26.2.1. Be on the Proposer's company letterhead.
- 6.26.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.
- 6.26.2.3. Contain the following:
 - 6.26.2.3.1. Identify the submitting organization;
 - 6.26.2.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - 6.26.2.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - 6.26.2.3.4. Identify the name, title, telephone number, and email address of the person who will serve as the Vendor's representative for all matters relating to the RFP;
 - 6.26.2.3.5. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;
 - 6.26.2.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;
 - 6.26.2.3.7. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
 - 6.26.2.3.8. Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later; and
 - 6.26.2.3.9. Include the date that the Proposal was submitted.

6.26.3. Table of Contents

- 6.26.3.1. The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

6.26.4. Executive Summary. A Proposer must submit an executive summary to:



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- 6.26.4.1. Provide the Department with an overview of the organization and what the Vendor intends to provide;
- 6.26.4.2. Demonstrate an understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- 6.26.4.3. Demonstrate the overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 6.26.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.
- 6.26.5. Proposal Narrative, Project Approach, and Technical Response
 - 6.26.5.1. The Proposer must address every section of Section 3 Statement of Work.
 - 6.26.5.2. Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph and subparagraph number, as appropriate.
 - 6.26.5.3. Proposers are encouraged, but not required to include a Word version of the proposal narrative in the electronic copy.
- 6.26.6. **Description of Organization**
 - 6.26.6.1. Proposers must include in their Proposal a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, the description must include:
 - 6.26.6.1.1. General company overview;
 - 6.26.6.1.2. Ownership and subsidiaries;
 - 6.26.6.1.3. Company background and primary lines of business;
 - 6.26.6.1.4. Number of employees;
 - 6.26.6.1.5. Headquarters and satellite locations;
 - 6.26.6.1.6. Current project commitments;
 - 6.26.6.1.7. Major government and private sector clients;
 - 6.26.6.1.8. Mission Statement;
 - 6.26.6.1.9. The programs and activities of the company;
 - 6.26.6.1.10. The number of people served;
 - 6.26.6.1.11. Company accomplishments;
 - 6.26.6.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and
 - 6.26.6.1.13. All strengths considered to be assets to the company.
 - 6.26.6.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.



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6.26.7. Resume of those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFP.

6.26.8. **Proposer's References**

6.26.8.1. The Proposer must submit three (3) written references from individuals or organizations who have knowledge of the Proposer's capability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference.

6.26.8.2. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.

6.26.8.3. The Department may contact a reference to clarify any information.

6.26.9. **Subcontractor Letters of Commitment**

The Proposer shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Proposer and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the Department. All selected Contractor(s) that indicate an intention to subcontract must submit a subcontractor's letter of commitment to the Department no later than thirty (30) days from the contract effective date. The Department will approve or reject subcontractors for this project and require the Contractor to replace subcontractors found to be unacceptable.

6.26.10. **New Hampshire Certificate of Good Standing**

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

6.26.11. **Affiliations – Conflict of Interest**

The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

6.26.12. **Required Attachments**

6.26.12.1. The following are required statements that must be included with the Technical Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Technical Proposal.

6.26.12.1.1. Appendix C, CLAS Requirements.

6.26.13. **Technical Proposal Contents**

6.26.13.1. Appendix D, Technical Proposal

6.26.13.1.1. The Proposer must answer all questions and must include all items requested for the Proposal to be considered.

6.26.13.1.2. The Proposer must use the digital template available (Appendix G, Technical Proposal Template).



New Hampshire Department of Health and Human Services After-Hours DCYF Central Intake Hotline

6.26.13.2. Implementation Plan

- 6.26.13.2.1. Proposers must provide a brief summary of your intended approach for implementing this service, including but not limited to: major milestones, projected dates for meeting milestones and overall duration of implementation/startup period. These plans are unscored but are used to help the Department plan its support for Vendors.
- 6.26.13.2.2. The Proposer is free to use whatever format their organization wishes to complete the implementation plan.

6.26.14. **Cost Proposal Contents**

- 6.26.14.1. The following are required statements that must be included with the Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Proposal.
 - 6.26.14.1.1. Appendix B, Contract Monitoring Provisions
 - 6.26.14.1.2. Appendix D, Budget Sheet
 - 6.26.14.1.3. Appendix E, Budget Narrative Template
 - 6.26.14.1.4. Appendix F, Program Staff List

MANDATORY BUSINESS SPECIFICATIONS

6.27. Contract Terms, Conditions and Liquidated Damages, Forms

6.27.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

6.27.2. Liquidated Damages

- 6.27.2.1. The Department may negotiate with the awarded Vendor to include liquidated damages in the Contract in the event any deliverables are not met.
- 6.27.2.2. The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department’s operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.
- 6.27.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.
- 6.27.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the



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Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the Department.

ADDITIONAL INFORMATION

- 6.28. Appendix A – Form P-37 General Provisions and Standard Exhibits (Reference DO NOT RETURN)**
- 6.29. Appendix B – Contract Monitoring Provisions**
- 6.30. Appendix C – CLAS Requirements**
- 6.31. Appendix D – Budget Sheet**
- 6.32. Appendix E – Budget Narrative Template**
- 6.33. Appendix F – Program Staff List**
- 6.34. Appendix G- Technical Proposal Template**
- 6.35. Appendix H – Proposal Checklist (Reference DO NOT RETURN)**
- 6.36. Appendix I – Sample Call to Central Intake (Reference DO NOT RETURN)**
- 6.37. Appendix J – Report Quality Tool (Reference DO NOT RETURN)**

Do Not Return

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

| | | | |
|---|-----------------------------------|--|-------------------------------------|
| 1.1 State Agency Name New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name | | 1.4 Contractor Address | |
| 1.5 Contractor Phone Number () - | 1.6 Account Number | 1.7 Completion Date Select a Date | 1.8 Price Limitation |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature <div style="text-align: right;">Date:</div> | | 1.12 Name and Title of Contractor Signatory | |
| 1.13 State Agency Signature <div style="text-align: right;">Date:</div> | | 1.14 Name and Title of State Agency Signatory | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) <div style="display: flex; justify-content: space-between;"> By: Director, On: </div> | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <div style="display: flex; justify-content: space-between;"> By: On: </div> | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) <div style="display: flex; justify-content: space-between;"> G&C Item number: G&C Meeting Date: </div> | | | |

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 Contractor Initials _____
 Date _____

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

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Do Not Return**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date _____

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New Hampshire Department of Health and Human Services



Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS**1 – Revisions to Form P-37, General Provisions**

1.1 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Exhibit A - Revisions to Standard Contract Provisions

Contractor Initials _____

Date _____

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New Hampshire Department of Health and Human Services



EXHIBIT B

Scope of Services

To be drafted in accordance with the selected Vendor’s proposal, as negotiated with the Department through the procurement process.

Do Not Return

Contractor Initials _____

Vendor Name

Page 1 of 1

Date _____

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New Hampshire Department of Health and Human Services



EXHIBIT C

Payment Terms

To be drafted in accordance with the selected Vendor’s proposal, as negotiated with the Department through the procurement process.

VENDOR NAME

Exhibit C

Contractor Initials _____

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Page 1 of 1

Date _____

Rev. 01/08/19

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**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Exhibit D**

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

Date

Name:
Title:

Do Not Return

Vendor Initials _____

Date _____

Do Not Return**New Hampshire Department of Health and Human Services
Exhibit E****CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
 US DEPARTMENT OF EDUCATION - CONTRACTORS
 US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: _____

Date

Name:
Title:

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Exhibit E – Certification Regarding Lobbying

Vendor Initials _____

Do Not Return**New Hampshire Department of Health and Human Services
Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: _____

Date_____
Name:
Title:**Do Not Return**

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**New Hampshire Department of Health and Human Services
Exhibit G**



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: _____

Date _____

Name: _____
Title: _____**Do Not Return**

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Vendor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
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Exhibit H**



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

Date

Name:
Title:

Do Not Return

Vendor Initials _____

Date _____

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New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT **BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Health Insurance Portability Act
Business Associate Agreement
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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Business Associate Agreement
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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

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**New Hampshire Department of Health and Human Services
Exhibit J**



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: _____

Date

Name:
Title:

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Exhibit J****FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Appendix B Contract Monitoring Provisions

Management Questionnaire

All Vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), or Requests for Applications (RFAs) must complete and return this Management Questionnaire.

| | Question | YES | NO | N/A |
|-----|--|------------------------------|-----------------------------|------------------------------|
| 1. | Was your organization established more than two years ago? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 2. | During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 3. | Have you managed the same or a similar contract or program during one of the last five (5) calendar years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 4. | Have you received federal funds from the Department through a contract during one of the last five (5) calendar years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 5. | Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 6. | If you had a Single Audit performed in accordance with the Federal Uniform Guidance (2 CFR 200 subpart F (200.500)) by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 7. | Have you ever been required to return payments to the Department as a result of an audit, unallowable expenditure or any other reason? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 8. | Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 9. | Are you aware of any ongoing or pending lawsuits filed against your organization or any investigations or inspections of your organization by any state or federal regulatory agency within the last two years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 10. | With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 11. | With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR subpart D (200.300))? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

Appendix B Contract Monitoring Provisions

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|------------|---|------------------------------|-----------------------------|------------------------------|
| 12. | Does your accounting system identify the receipt and expenditure of program funds separately by each contract or grant, and by line item categories? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 13. | Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 14. | Do you have procedures to ensure expenditures are reviewed by an independent person* to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?* | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 15. | Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 16. | Does your financial system compare amounts spent to date with budgeted amounts for each award? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 17. | Does your accounting or financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (e.g., personnel costs, equipment, travel)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| 18. | Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR subpart D (200.300)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

*An independent person can be any individual within an organization or an outside third party, who verifies that an expenditure made by another person, is appropriate and in accordance with the terms of the contract. For example, one person would be responsible for making a purchase or authorizing payment and a second independent person verifies that funds were spent appropriately. If you do not have an independent person, please mark "No" for Question 14.

Marking No or N/A for any question on the Management Questionnaire does not preclude a Vendor from being selected.

I hereby declare that the answers provided in this Management Questionnaire are accurate and true to the best of my knowledge.

Signature

Printed Name & Job Title

Date

APPENDIX C

Addendum to CLAS Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

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Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

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| Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service. |
| <ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time. |
| Factor #4 The resources available to the organization to provide effective language assistance. |
| <ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations. |

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Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

| 1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM | | |
|---|-----|----|
| a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.) | Yes | No |
| b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data) | Yes | No |
| c. Does you make an effort to use data to identify new and emerging population or community needs? | Yes | No |
| 2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE | | |
| Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card. | Yes | No |
| 3. STAFF TRAINING | | |
| Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed? | Yes | No |
| 4. PROVISION OF LANGUAGE ASSISTANCE | | |
| Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language | Yes | No |

APPENDIX C

| | | |
|---|-----|----|
| assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. <u>(Examples</u> of written materials you may need to translate include vital documents such as consent forms and statements of rights.) | | |
| 5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS | | |
| a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.) | Yes | No |
| b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services? | Yes | No |
| c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services? | Yes | No |
| d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question. | Yes | No |
| 6. MONITORING OF SERVICES PROVIDED | | |
| Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed? | Yes | No |
| If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> | Yes | No |

By signing and submitting this attachment to RFA# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFA.

APPENDIX C

- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.
- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name:

Budget Request for:

(Name of RFP)

Budget Period:

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|---|--------------------|----------------|-------------|--------------------------|----------------|-------------|-------------------------------|----------------|-------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Indirect As A Percent of Direct

#DIV/0!



Appendix E, Budget Narrative Template for: After-Hours DCYF Central Intake Hotline (RFP-2022-DCYF-01-AFTER)

Summary: Please prepare a budget narrative that provides an overview of the budget(s) you prepared for the corresponding service areas and articulates why these costs are needed to achieve the desired results of the After-Hours program. This narrative also gives you an opportunity to explain any key assumptions or calculation approaches used to construct this budget.

Informational questions (non-scored):

1. Agency name:

2. HQ address:

Address line #1:

Address line #2:

City/town:

State:

Zip code:

Budget narrative:

4. For personnel costs, please provide a brief explanation of:

- How you arrived at appropriate salaries for these roles.
- For any staff roles with less than 100% of time spent on After-Hours, your rationale for calculating and attributing this portion of staff time to After-Hours.
- Any research used to construct this part of the budget.

5. For **each** non-personnel category of direct costs, (program facilities, program materials and supplies, call center, staff transportation), please provide a brief explanation of:

- How you estimated these costs (with reference to specific sub-categories) and why these costs are important to achieving desired results of the After-Hours program. For “all other direct costs” and any costs in “other” rows of each category, supply additional detail on what is included.
- For any portions of shared costs you’ve included as direct costs (e.g., rent for a building shared with other programs), your rationale for how this was calculated/attributed to After-Hours.
- Any research used to construct this part of the budget.



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6. Do you have a federal Negotiated Indirect Cost Rate Agreement (NICRA) that you used in the “indirect costs” section of tab 2? If so, please write “yes” and attach appropriate documentation verifying your negotiated rate.

8. Any other information you’d like to share about your budget narrative not covered above:

Appendix E

| Program Staff List | | | | | | | |
|---|--------------------------------|--|--|---|--------------------------------|------------------------------------|-------|
| New Hampshire Department of Health and Human Services | | | | | | | |
| COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR | | | | | | | |
| Proposal Agency Name: _____ | | | | | | | |
| Program: _____ | | | | | | | |
| Budget Period: _____ | | | | | | | |
| A | B | C | D | E | F | G | H |
| Position Title | Current Individual in Position | Projected Hrly Rate as of 1st Day of Budget Period | Hours per Week dedicated to this program | Amnt Funded by this program for Budget Period | Total Salary for Budget Period | % of Salary Funded by this program | Site* |
| Example: | | | | | | | |
| Program Coordinator | Sandra Smith | \$21.00 | 40 | \$13,680 | \$43,680 | 31% | |
| Administrative Salaries | | | | | | | |
| | | | | | | #DIV/0! | |
| | | | | | | #DIV/0! | |
| | | | | | | #DIV/0! | |
| | | | | | | #DIV/0! | |
| | | | | | | #DIV/0! | |
| Total Admin. Salaries | | | | \$0 | \$0 | #DIV/0! | |
| Direct Service Salaries | | | | | | | |
| | | | | | | #DIV/0! | |
| | | | | | | #DIV/0! | |
| | | | | | | #DIV/0! | |
| | | | | | | #DIV/0! | |
| | | | | | | #DIV/0! | |
| | | | | | | #DIV/0! | |
| Total Direct Salaries | | | | \$0 | \$0 | #DIV/0! | |
| Total Salaries by Program | | | | \$0.00 | \$0.00 | #DIV/0! | |
| <p>Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.</p> <p>*Please list which site(s) each staff member works at, if your agency has multiple sites.</p> | | | | | | | |



Appendix G, Technical Application Template for:
After-Hours DCYF Central Intake Hotline (RFP-2022-DCYF-01-AFTER)
Worth 80 total available points | Response word limit: 12,500

*Word limit excludes starting word count (e.g., words taken up by questions)
and words included in supplements and appendices*

Summary: The After-Hours Central Intake Hotline aims to provide a swift, appropriate response to reports of child abuse and neglect that will help DCYF ensure the safety of children and promote the well-being of families across New Hampshire. The vendor will contribute to this goal by: (1) making consistent screening decisions; (2) processing reports efficiently, accurately, and completely; (3) in cases where an assessment is not warranted (a screen-out) but the family still has needs (e.g., housing, mental health services), connecting the caller to community resources to meet those needs; and (4) helping DCYF respond to emergency situations that come up outside of business hours.

Informational questions (non-scored):

1. Agency name:

2. HQ address:

Address line #1:

Address line #2:

City/town:

State:

Zip code:

Service Design (25 points possible):

Hotline Staffing Structure:

- Describe the structure of the team that would directly operate the hotline, including (a) the anticipated roles and staff types that your agency will use and (b) the specific duties and responsibilities that will be assigned to each of those roles.

Hotline Coverage Plan:

We encourage you to refer to the information provided in section 2.2.2, especially Figures 3 and 4, in answering these questions.

- Please describe your proposed staffing plan for weekdays from 6:30pm – 7am. How will staff be deployed during these hours to guarantee sufficient hotline coverage at all times? Include information about shift schedules, on-call schedules, staff supervision, and any other relevant information.



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- Please describe your proposed staffing plan for weekends. How will staff be deployed during these hours to guarantee sufficient hotline coverage at all times? Include information about shift schedules, on-call schedules, staff supervision, or any other relevant information.

Workflow Management:

- If your organization currently operates a hotline or similar service, please articulate the workflow you use for receiving, completing, and processing incoming calls. How you would incorporate DCYF central intake reports in this process or adapt this process for DCYF central intake calls and reports?
- If you do not currently operate a hotline or similar service, please articulate your planned workflow for receiving, completing, and processing incoming DCYF central intake calls and reports.

Organizational capacity (35 points possible):

Experience:

- Please describe your organization's experience operating an emergency services line, crisis line, help and support line, call center, or similar service and how that prepares you to operate the DCYF after-hours hotline. In addition, please provide a reference to your past experience in providing this type of service. If you do not have experience in these specific areas, what capacity does your organization have that would lend itself to executing on this service?

Management:

- Describe your agency's management structure and the experience of your senior leadership/management team. How does your organization's leadership support a culture and climate that enables high-quality service delivery?

Service Implementation:

- What experience does your organization have in successfully launching a new service, business unit, or program or adding a significant new component or practice to an existing service, business unit or program? Please provide an implementation plan for how you will launch services associated with this contract (including timeline such that after-hours hotline would be operational within thirty days of the contract effective date).



New Hampshire Department of Health and Human Services After-Hours DCYF Central Intake Hotline

Staff Qualifications:

- If you are planning on using existing staff for this service, what are the most important capacities they have in order to execute the call screening and supervisory functions detailed in this RFP? Please describe their qualifications and experience.
- If you are planning on hiring any new staff, describe your plan for recruiting and hiring staff with the qualifications, capabilities and experience needed to perform the duties described in this RFP.

Continuity of Services:

- Describe how you would respond to each of the following staffing scenarios to ensure consistent hotline coverage and continuity of services:
 - At 11pm on a Wednesday, five community reporters call to make a report at the same time.
 - At 5pm on a Thursday, a call screener informs you that they are sick and will be unable to perform their duties that night.
 - At 2am on a Saturday, a power outage leaves some staff unable to connect to the internet.
- It is essential that the after-hours hotline be adequately staffed at all times. Describe how your organization recruits, hires, and retains staff. In particular, explain how you would implement these practices to prevent any reduction in capacity in the event a staff member leaves the organization.

Diversity, Equity and Inclusion:

- DCYF central intake takes reports from a diverse group of community reporters. Describe how your organization ensures or would ensure cultural competency on the part of call screeners.

Performance improvement (20 points possible):

Experience in performance improvement:

- How does your agency incorporate continuous quality improvement and performance measurement into the work you do today?
- Share two examples of times that your agency has made a programmatic or organizational change designed to improve results based on data or information collected (e.g., quantitative or qualitative). For each example, please describe: (a) how the problem was identified, (b) what steps your agency took to make the improvement, and (c) the impact of these changes.

Technical Systems:

- What call management system or software does your organization currently have in place for processing phone calls? Describe the capabilities of this system, particularly how it collects and reports key metrics including call volume, call time, hold time, dropped/missed calls, calls waiting to be answered.



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- If your organization does not currently have a call management system or software, explain your plan for acquiring and implementing one.

- How has your organization used this software (or how would you use this software) to monitor, improve, and manage performance of your team?



Appendix H, Proposal Checklist for: After-Hours DCYF Central Intake Hotline (RFP-2022-DCYF-01-AFTER)

In attempt to help proposer agencies keep track of and manage the various key dates and proposal requirements for this RFP, this document summarizes that information for RFP-2022-DCYF-01-AFTER. This said, this document does not supersede what is stated in the RFP. Please consult Sections 3, 6, and 7 for more information. *Do not hesitate to contact Jennifer Hackett with any questions you have (Jennifer.Hackett@dhhs.nh.gov).*

Key dates and processes

Procurement timetable:

| <u>Procurement Timetable</u> | | |
|--|--|------------------------|
| All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion. | | |
| Item | Action | Date |
| 1. | Release date for RFP | 12/30/20 |
| 2. | RFP Questions Submission Deadline | 01/07/21 by 5:00pm |
| 3. | Department Response to Questions Published | 01/14/21 by 5:00pm |
| 4. | Proposal Submission Deadline | 02/09/21 by 11:59 p.m. |

Proposal checklist:

☐ **General contents:**

☐ Transmittal Cover Letter (no template, non-scored)

- On the organization's letter head and signed by an authorized individual, please provide an overview of the organization, *making specific reference to the items detailed in Section 7.26.6.*

☐ Proposers References (no template, non-scored)

- Using the format preferred by your organization, please provide the relevant information of at least three similar or related contracts or subcontracts awarded to the vendor. The Department reserves the right to contact any reference identified.
- *Please see 7.26.8 for more information.*

☐ New Hampshire Certification of Good Standing (no template, non-scored)

- The Department requires every contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State.
- *Please see 7.26.10 for more information.*

☐ Affiliations – Conflict of Interest (no template, non-scored)

- Using the format preferred by your organization, please include a statement regarding any and all affiliations that might result in a conflict of interest.
- *Please see 7.26.11 for more information.*



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After-Hours DCYF Central Intake Hotline**

☐ Required Attachments (template, non-scored)

- Appendix C, CLAS Requirements.

☐ **Technical application (worth 80 of the 100 total available points):**

☐ Appendix G, Technical Proposal (use of template required, scored)

- Using the template provided on the associated webpage for this RFP, please answer each question contained in the template. Submitted proposals should be no longer than 12,500 words, excluding the 1957 words already in the template (i.e., max count of 14,457 with both Qs and responses). Items submitted as supplements or appendices to proposals are also excluded from the word count.
- *Please consult Sections 3.1 and 3.2.*

☐ Implementation Plan (no template, non-scored)

- Using your desired format, please provide a brief summary of your intended approach for implementing this service. Please identify major milestones, projected dates for meeting milestones, and overall duration of implementation/startup.
- *Please see 6.26.13.2. for more information.*

☐ **Cost application (worth 20 of the 100 total available points):**

☐ Appendix D, Budget Worksheet (use of template required, scored)

- *Please consult Section 3.3 for critical guidance on the budget template, including the allocation of direct and indirect costs.*

☐ Appendix E, Budget Narrative (use of template required, scored)

- Using the template provided on the webpage associated with this RFP, please an overview of the budget(s) you prepared for the corresponding service areas and articulate why these costs are needed to achieve the derived results of the After-Hours program.
- *Please consult Sections 3.3 for more information about what to include in the Budget Narrative.*

☐ Appendix F, Program Staff List (use of template required, scored)

- Using the template provided on the webpage associated with this RFP, please provide your organizations program staff list as it pertains to the after-hours hotline and what activities they will perform (which should be aligned with details in proposal related to staffing structure in Section 3.3.2 above). Budget, Budget Narrative and Program Staff List will be evaluated and scored collectively as a group

☐ Appendix B, Contract Monitoring Provisions (see Appendix for formatting requirements, non-scored)

- All contractors must complete Appendix B, Contract Monitoring provisions. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded the contracts.
- In addition to several other items, the successful completion of Appendix B requires that proposer agencies provide audited financial statements for the four (4) most recently completed fiscal years.
- The risk assessment will not be used to disqualify or score proposals.
- *Please consult Sections 3.3. and 5.3 for more information, including how this is used by DHHS.*

Appendix I

SAMPLE CALL TO CENTRAL INTAKE

Below is a fictional transcript of a report to central intake. It is not meant to be representative of all reports, but is intended to help vendors sense of types of reports that are processed by central intake.

Intake: DCYF Intake. This is Angie.

Reporter: Hi. I have concerns about my neighbor's child. I don't want to provide my name; I'm afraid of retaliation.

Intake: Okay, I can help. You can report anonymously however, your phone number shows up on caller ID and we do need to include this in the report; however we can keep it confidential from the family. Your information may be disclosed to court or police.

Reporter: Yeah, keep it confidential from the family.

Intake: Okay. What's the last name of the oldest child in the household?

Reporter: Smith

Intake: And what's the family's address?

Reporter: They live on Main Street on the floor above me but I don't know the apartment number.

Intake: Main Street in Hallsville?

Reporter: Yes.

Intake: Okay. What's their phone number?

Reporter: I don't know the mother's phone number. I'm sorry I don't have a lot of information about the family.

Intake: It's okay if you don't know the answers to all of my questions; answer them the best you can.. What's the name of the child you're concerned about?

Reporter: John Smith.

Intake: And what's John's date of birth?

Reporter: I'm not sure- he's 8 or 9 though.

Intake: Any other children in the home?

Reporter: Yeah, there's a little sister. She's about 3 years old.

Intake: Do you know her name?

Reporter: It might be Jan or Jane.

Intake: Okay. And who are John's parents?

Reporter: He lives with his mother Beth. His father's name is also John, but he's not in the picture.

Intake: And who are Jan's parents?

Reporter: Beth is her mother, too. The dad is David- he's in and out of the home.

Intake: Thank you for this information. Tell me the reason why you called today.

Reporter: I'm calling for neglect. The mother is doing drugs and the home is filthy. The children are never supervised. The mother doesn't make meals for them. I hear screaming through the walls.

Intake: Okay. Tell me more about the mother abusing drugs; what drug is she using?

Reporter: Pills, whatever she can get her hands on.

Intake: How do you know this information?

Reporter: I've seen her popping pills at the park when her daughter is playing. This was just yesterday. I saw her doing it about a month ago too.

Intake: Are they pills prescribed to her by a doctor?

Reporter: They used to be prescribed to her, but I believe now she's getting them off the street. I frequently see her downstairs in front of the apartment building; she looks like she's exchanging money with people who look like drug dealers.

Intake: How does Beth act when she's using drugs?

Reporter: She's out of it, nodding off. She can't care for her kids.

Intake: Is she actively using right now?

Reporter: I don't know; I haven't seen her yet today. I usually see her at once a day though and she always seems high- so I'd say she uses every day.

Intake: When she uses, where are the kids?

Reporter: Sometimes John is at school when she uses, but the little girl is there with her every day.

Intake: When was the last time you saw the kids face to face?

Reporter: I saw them last night playing outside in the parking lot; mom was nowhere to be found. The little boy was running in front of cars and the little girl was playing near the woods.

Intake: Did anyone contact the police when this happened?

Reporter: I did but the kids had gone back inside by the time the police showed up. I'm not sure what the police were able to do.

Intake: You also said the home was filthy. When was the last time you were in the home?

Reporter: It was probably a month or two ago. She doesn't let a lot of people in the home.

Intake: What did you see when you were in there?

Reporter: Clutter. The dishes were piled up to the ceiling. Clothes and toys were everywhere. The kids were sleeping on a mattress on the floor.

Intake: Okay. You mentioned that the mother doesn't make meals for them, tell me more about that.

Reporter: Yeah, the kids are skinny. She feeds them nothing but macaroni and cheese. She's on food stamps and still goes to a food pantry. She might sell her food stamps for drug money.

Intake: How do you know that's all they eat?

Reporter: I've heard John talking about having macaroni and cheese "again." I don't see her coming home with groceries.

Intake: Do you know if they go to the doctors or if they're medically underweight or malnourished?

Reporter: I don't know that, mom keeps to herself. John seems delayed though- his speech is difficult to understand.

Intake: Okay. You also mentioned that you hear screaming. Tell me more about that.

Reporter: It's nightly. You hear the mother telling the kids to "get the to bed!" She's yelling at the top of her lungs.

Intake: How are the kids reacting?

Reporter: I hear crying; the little one especially. She'll cry for a half hour at a time.

Intake: Do you see any marks or injuries on the kids?

Reporter: They have bruises on their knees, but I can hear them roughhousing a lot.

Intake: Are there supports that help out mom? Like family or community agencies?

Reporter: I think a grandmother takes them once in a while. There's a lady that comes to the home once a week; she carries a clipboard, but I don't know what she does there.

Intake: What things does mom do well?

Reporter: You know, she gets her son to school every day. She looks like hell, but she's at the bus stop with him every morning.

Intake: Are there concerns for domestic violence or mom's mental or physical health?

Reporter: I think one of the dad's is in jail because he beat on mom. I saw the police take him away about 6 months ago; mom was crying and had a black eye. They used to fight constantly; I couldn't get any sleep.

Intake: Thank you for this information. Is there anything else you think I should know?

Reporter: I just want someone to go out there and make sure the kids are okay. No child should have to live like this.

Intake: We will be screening this in for investigation for concerns for mother's drug abuse and exposure to domestic violence. A child protective service worker will be going to the home today as mom may be currently under the influence and unable to care for the 3 year old. Thank you for your call.

Appendix J, Report Quality Tool

| Criteria | Definition | Examples of this criteria | Scoring |
|---|---|--|--|
| <u>Information and Decision Making</u> | | | |
| Complete | <i>Complete reports give DOs as much relevant, accurate information as possible</i> | <input type="checkbox"/> Includes all details relevant to understanding the situation and helping the field respond are included <ul style="list-style-type: none"> ○ Demographic Info (address, all phone #s, DOB's, etc.) ○ current location of child ○ The right people identified (all children in family, absent parents asked about, perpetrators) <p style="color: red;">Directions: all 3 of these must be checked for the overall item to be checked.</p> <input type="checkbox"/> Appears questions were asked to get the needed information (even if key detail unknown by reporter) | <input type="checkbox"/> Met (Meets all criteria) 2 <input type="checkbox"/> Partially Met (meets at least 3 criteria) 1 <input type="checkbox"/> Not met 0 |
| | | For every item not checked, please explain: | |
| Objective | <i>Objective reports provide "just the facts" and refrain from shading into opinion</i> | <input type="checkbox"/> Writes objective statements. Avoid subjectivity or inference <input type="checkbox"/> Obtains factual details instead of subjective impressions (For example: <ul style="list-style-type: none"> • Asks reporters to describe what home looks like, not just stop at "home was dirty" • Explains how reporter came to know the information) | <input type="checkbox"/> Met (Meets all criteria) 2 <input type="checkbox"/> Partially Met (meets at least 1 criteria) 1 <input type="checkbox"/> Not met 0 |
| | | For every item not checked, please explain: | |
| Screening and allegation decisions | <i>Content in the report supports the decision to screen-in or out as well as the allegation selected based on policy</i> | <input type="checkbox"/> Focuses on impact on all children/victims <input type="checkbox"/> Provides clear rationale for the decision to SI/SO based on key components of the specific allegation. (For example: <ul style="list-style-type: none"> • Caretaker substance abuse: how was child's supervision/care affected, was there another sober caregiver? • Med. neglect: condition, impact? • Ed. neglect: actions school has taken?) <input type="checkbox"/> Identifies allegations that reflect policy based on narrative <input type="checkbox"/> Selects allegations only when they meet screening threshold | <input type="checkbox"/> Met (Meets all criteria) 2 <input type="checkbox"/> Partially Met (meets at least 2 criteria) 1 <input type="checkbox"/> Not met 0 |
| | | For every item not checked, please explain: | |

| | | | |
|-------------------------------------|---|---|---|
| Response Priority | <i>Content in the report supports response priority level</i> | <input type="checkbox"/> The details in the referral support the response priority level <ul style="list-style-type: none"> <input type="checkbox"/> Follows trees accurately <input type="checkbox"/> Utilizes overrides appropriately <p>Directions: both of these must be checked for the overall item to be checked.</p> <p>For every item not checked, please explain:</p> | <input type="checkbox"/> Met 2 <input type="checkbox"/> Not Met 0 |
| <u>Structure and Clarity</u> | | | |
| Clear | <i>Clear reports are well-structured, easy to read and understand. Easy for DOs to quickly find and use information</i> | <input type="checkbox"/> Begins with a 1-2 sentence summary of the report (incl. names and ages of those in household, primary concern) <input type="checkbox"/> Highlights the primary concern or allegation(s), particularly when there is a lot of info or people in the report <input type="checkbox"/> Breaks narrative into paragraphs (For example: separate police reports, CCs onto own lines) <input type="checkbox"/> Avoids redundancy <input type="checkbox"/> Utilizes grammar that is clear & concise <input type="checkbox"/> Uses Pronouns/names used in a way that avoids confusion <p>For every item not checked, please explain:</p> | <input type="checkbox"/> Meets criteria (Meets all criteria) 2 <input type="checkbox"/> Partially Met (meets @ least 3 criteria) 1 <input type="checkbox"/> Does not meet criteria 0 |

Overall Score

Add up scores and each assessment gets a rating out of 2 possible points.

| | Assess. 1 | Assess. 2 | Assess. 3 | Assess. 4 | Assess. 5 | Assess. 6 | Assess. 7 | Assess. 8 | Total |
|-------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------|
| complete | 2 | | | | | | | | 2 |
| objective | 2 | | | | | | | | 2 |
| allegations | 2 | | | | | | | | 2 |
| Response priority | 2 | | | | | | | | 2 |
| clear | 2 | | | | | | | | 2 |
| total | 10 | | | | | | | | 10 |